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Attorneys for Defendant MICHAEL KANYON, as Trustee of
The Thompson Living Trust Dated February 17, 2005

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CUNA MUTUAL INSURANCE SOCIETY,

Plaintiff,

vs.

MARSHALL DOUGLAS THOMPSON and
MICHAEL KANYON,

Defendants.

Case No.: C 11-04011 MEJ

JOINT STIPULATION AND ~~PROPOSED~~
ORDER FOR:

1. DISTRIBUTION OF INTERPLEADED FUNDS;
2. DISMISSAL OF ACTION, WITH PREJUDICE

This Stipulation is being made in light of the following facts:

1. THOMAS G. THOMPSON ("Decedent") died on May 5, 2011. He had a life insurance policy issued through his employer, the \$425,000 proceeds of which were in dispute.
2. On August 16, 2011, CUNA MUTUAL INSURANCE SOCIETY ("CUNA") filed a Complaint for Interpleader and Other Relief after receiving two competing claims for the insurance proceeds, one claim from defendant MICHAEL KANYON ("Kanyon") and one claim from defendant MARSHALL THOMPSON ("Thompson").
3. On January 12, 2012, the Court entered its Order whereby CUNA was ordered to deposit the interpled funds remaining of \$419,000 (\$425,000 less \$6,000 retained for payment of CUNA's attorney's fees and costs) and CUNA was discharged and relieved of all further responsibility in the action.

1 STIPULATION

2 Kanyon and Thompson stipulate and agree, subject to the Courts' approval, as follows:

3 1. On February 14, 2012, Kanyon and Thompson reached a settlement in this action.
4 Pursuant to their settlement, Kanyon will receive \$150,000 plus 35% of any interest accrued on the
5 total \$419,000 currently held by the Court, and Thompson will receive \$269,000 plus 65% of any
6 interest accrued on the total \$419,000 currently held by the Court.

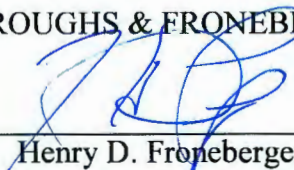
7 2. That upon payment under the terms set forth above, the Court shall dismiss this action
8 in its entirety, with prejudice.

9 3. That this Stipulation may be executed in counterparts.

10 SO STIPULATED:

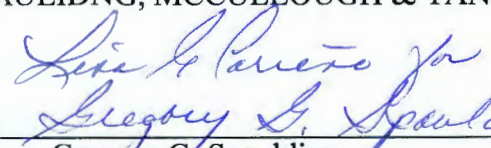
11 Dated: MARCH 14, 2012

BURROUGHS & FRONEBERGER

12
13 By: 
14 Henry D. Froneberger
Attorneys for Marshall Thompson

15 Dated: MARCH 15, 2012

SPAULIDNG, MCCULLOUGH & TANSIL, LLP

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18 By: Gregory G. Spaulding
19 Gregory G. Spaulding
20 Attorneys for Michael Kanyon, as Trustee of The
21 Thompson Living Trust Dated February 17,
22 2005

23 ORDER

24 Having considered the Stipulation as set forth above, the Court hereby Orders as follows:

25 1. That, pursuant to the settlement reached between Micahel Kanyon and Marshall
26 Thompson, Michael Kanyon will receive \$150,000 plus 35% of any interest accrued on the total
27 \$419,000 currently held by the Court, and Marshall Thompson will receive \$269,000 plus 65% of
28 any interest accrued on the total \$419,000 currently held by the Court.

1 2. That upon payment under the terms set forth above, the Court shall dismiss this action
2 in its entirety, with prejudice.

3 IT IS SO ORDERED.

4
5 Dated: March 16
6 _____, 2012


UNITED STATES MAGISTRATE JUDGE